App. F. IX-4

1943.

File No. 66-43.

Previous References.

H-60-41-22123.

Serial Nos. 1-4.

Later References.

GENERAL AND REVENUE SECRETARIAT

Serial Nos. 4

P16

Part B for Cochin

SUBJECT

Supply of timber to K.G.F. Mining Board

Lake 10/12

From the C.C.F.

NO. 81.15-156/143 dt 3/8/43.

Requesting orders permitting him to enter into an agreement with the K & F under the terms stated for the supply of timber during the current year.

1) The contracted quantity of timber to be supplied to the K&F during the Calendar year 1942 was 1,00,000 cft. The C.C.F stated that it was not possible to supply more than 34,455 cft by November 42 he was permitted to continue the supplies & finish the Contracted quantity during the current year 1943. The new reports that the balance was completed by July 43 and as the quantity of matchi supplied was in excess of the Contract, further supplies of matchi were stopped & supply of other kinds was continued.

2) For reasons stated in para 2 of CCF's letter, he has proposed the continuance of the Contract for further supplies as detailed under Conditions (i) to (iii) at rates noted. The action of the C.C.F may be approved.

7/8/43

3) Instructions were issued in this office letter dated 26.1.43, that the contract should be terminated after the completion of the supplies. Negotiations have been entered into for a the further continuance of the contract

2812/643

Q35

Continuation Sheet. File No. / Current No. of Page.

during the current year and the terms offered have been accepted by the company with slight modifications proposed by them. The C.C.F. states that the rates fixed for this year are very fair.

4 The C.C.F. may be permitted to enter into an agreement with the company as proposed by him, after obtaining the opinion of the Law Deptt re: the provision in the agreement re: reconsideration of the grazing rates at any time during the currency of the Contract

(Gl Secy)

7.10.43

5) For favour of opinion re: the provision referred to above

(Law Secy, with complete)

13/10

13-10

13/10

6 From the letter of the Chief Conservator of Forests it cannot be made out if the condition now proposed to be inserted in the agreement, namely, that the rates now fixed may at any time during the currency of the Contract be reconsidered should there be a violent fluctuation in the market conditions, was forming a part of the usual agreement that was being entered into between the Company and the Department.

7 If approved, the A & F Branch will be requested to obtain and put up a copy of the agreement that had been entered into between the Company & the Department on the former occasion.

WD 01809—GPB—60,000—26-1-43

2.11.43

8 The question is re-considered the Quotation Rates, during the currency of the Contract, in case there be a violent fluctuation in market conditions, can be one of the terms of the Contract, as it is equitable to both the parties. There is no legal objection for such a condition to be incorporated in the agreement — provided both parties agree for such a condition.

Law Secretary) 3. 4/11/43

9) Agreed

3 11 43

Genl Sec) 3 3/11

10 Submitted with reference to paras 4 & 5 of the notes before.

Gl Secy) Jms 5/11/43

Ministers) 6/4 Jms

15/11 17/11 Jms

Copy of the proposed agreement to be entered from the CC & was sent separately for scrutiny the draft Letter dt 14.11.43. This will also be sent there for reference & return in continuation.

MW, 18/11 Linked with the file Jms 18/11/43

SECY. LAW DEPT. 4-44 1943 GOVT OF MYSORE

GENERAL SECRETARY 3 NOV. 1943 Jms

GENERAL SECRETARY 5 NOV. 1943 2827

OFFICE OF THE MINISTER FOR INDUSTRIES & SUPPLIES NOV 6 1943 No. 2347

Continuation Sheet. File No. / Current No. Ft 66 of 43 Page.

No AF. 3430 Ft 66-43-3 d 19-1-44

~~Directs~~ Forwards two draft agreement as revised by the Advocate General.

App. F. XI—4]

File No. F 66-43

Serial No. 4

Sus. Regr. No.

Shall a reminder issue to C.C.I.F.

for a reply to this Office No. A.F. 3430, dated the 19-1-44

Subject.

Supply of Timber to K. G. F.

B
19/10/45
Subd with a draft
reminder.
~~M~~ 11/8 No reply was called
for from C.C.I.

CPH 29/10

REMINDERS

No.	Date	

WD 0296—GPB—7,500—22-2-38

Je-66-43-1.

7

MYSORE FOREST DEPARTMENT.

No. S1-15-156/43.
Encl.

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS
IN MYSORE.

Bangalore, dated 30th August *19* 43.

935
A7

FROM

C. ABDUL JABBAR, ESQ., B.A.,
Chief Conservator of Forests in Mysore,
Bangalore.

31 AUG. 1943

To

GENERAL SECRETARY
31 AUG. 1943
71

SAFI DARASHAH, Esq., B.A.,
Secretary to the Government
of H. H. the Maharaja of Mysore,
General Department, *Bangalore.*

Sir,

Re:- Supply of timber to K.G.F. mining board.

6

With reference to correspondence resting with your letter No. AF. 3931/Ft. 60-41-23 dated 26th January on the above subject, I have the honour to state that 51622 Cft., of Mathi and 14,242 Cft., of other kinds were supplied by the end of July 1943. As the - 65864 quantity of Mathi supplied was in excess of the contracted quantity further supplies in this kind were suspended and the Divisional Officers were instructed to restrict future supplies to other kinds only.

On the 17th of July the Secretary to Messrs. John Taylor and Sons Committee applied to me for continuance of supplies during the current year. Messrs. Morrison and Crocker Chairman and Secretary respectively of Messrs. John Taylor and Sons Committee met me by appointment ~~this day~~ on the 25th instant. They said the position of timber in the mines is serious and they wanted early help and a continuance of the contract. As they have been our standing customers for over 18 years past and have been helpful to us and in the interests of Revenue derived from the mines, it was considered necessary and desirable to continue supplies and the following terms for continuance of the contract during the current year were proposed.

(i) That supplies in other kinds would be continued till the

the contracted quantity of 50,000 Cft., are delivered on terms similar to those now in force.

(ii) That 50,000 Cft., of mathi would be supplied during the current year, provided the company agrees to relax the specification by taking up logs of and above 48" midgirth also.

(iii) That for supply of mathi to be made from now onwards, the following rates would be charged.

	Dimensions.	Rate now existing.	Rate proposed.
Mathi logs.	above 18' length.	Rs. 1--5-0) Above 48" irrespective of length.	Rs. 2--0--0.
	Below.	Rs. 1--3-0)	
Poles up to 18' length.		Rs. 1--1-0)	Rs. 1--8-0
	Below.	Rs. 0-15-0)	

for delivery F.O.R. despatching stations.

In accepting the above terms, the representatives of the Mining Board, requested that provision should be made for reconsideration of the question of rates any time during the currency of the contract should there be a violent fluctuation in the market conditions. As such an arrangement would be to a mutual advantage this proposal was accepted byme.

As stated above Messrs. John Taylor and Sons have been regular customers during the last eighteen years. Due to the imposition of restriction on long distance transport by rail they are unable to drew their requirements from the West Coast and have therefore to depend exclusively on supplies they can obtain from us. The rates fixed for this year are also very fair.

In the circumstances, I request you to kindly obtain and communicate orders of Government permitting me to enter into an agreement with the company under the above terms.

As the matter is very urgent, the favour of an immediate reply is requested.

I have the honour to be,
Sir,
Your most obedient servant,

Chief Conservator of Forests.

9

SCHEDULE.

For twelve months from 1st September 1943 to 31st August 1944.

	Per Cft. Rs.	Remarks.
Mathi logs - 4 Ft. and over in girth and irrespective of length.	2--0--0	Proportion of logs to poles should be 80: 20.
" poles - Under 4 Ft. in girth and irrespective of length.	1--8--0	
Nandi logs - 4 Ft. and over in girth and 18 ft. and over in length.	1--5--0	
" Logs - 4 Ft. and over in girth and under 18 Ft. in length.	1--3--0	
" poles - Under 4 Ft. in girth and 18 Ft., and over in length.	1--1--0	
" " - Under 4 Ft., in girth and under 18 Ft. in length.	0-15--0	
Other logs - 4 Ft. and over in girth and 18 Ft. and over in length.	1--3--0	
" " 4 Ft. and over in girth and under 18 Ft. in length.	1-1--0	
E poles - under 4 Ft. in girth and 18 Ft. and over in length.	1--0-0	
" " Under 4 Ft. in girth and under 18 Ft. in length.	0-14-0	

NOTE:- The minimum girth of logs of all kinds is fixed at 48 inches.

The minimum girthof poles of all kinds is fixed at 33 inches.

The minimum length of logs and poles is fixed to be 12 Ft.

*****

"Copy"

B. P. Ramasinghe
Chief Conservator of Forests.

Revised. As typed ~~as~~ & the revised draft ~~attached~~ further revised attached. Csly

A. G. 25/11/1940

10

11. (a) That the Chief Conservator of Forests shall not be responsible for non-delivery of all or any of the timber contracted for, should such default or non-delivery arise from or in consequence of fire, floods plague, pestilences, strikes, war or other like causes.

(b) That the Purchaser shall not be bound to take delivery of any portion of the timber contracted for during the period of any stoppage of Mining Works arising from or in consequence of fire, floods, plague, pestilence, strikes, or other similar cause or causes necessitating the closing down of the Mines. Such portion of the timber of which the Purchaser is not bound to take delivery ~~under~~ in the circumstances aforesaid, shall bear to the total quantity of timber contracted for, not more than the same proportion as the period of the stoppage of the Mining Works may bear to the entire period of this ~~contract~~ agreement.

12. All matters of ~~and~~ differences and disputes which may arise between the parties hereto, if not mutually settled, shall be referred to a single arbitrator in case the parties agree upon such, otherwise to ~~two~~ three arbitrators, one to be appointed by each of the parties, and the two together to appoint a third, ~~party, to the difference~~ & the decision of the arbitrators or of a majority of them as the case may be shall be binding upon the parties in accordance with and subject to the provisions of ~~Mysore~~ the Arbitration ~~Act~~ ~~Regulation~~ No.1 of 1917 ~~or~~ read with any ~~Statute~~ statutory modification thereof for the time being in force.

For and on behalf of Messrs. John Taylor and Sons' Committee.

WITNESS.

Secy.
Messrs. John Taylor & Sons' Committee,
Purchaser.

For & on behalf of the Govt. ~~A.D.W.~~

Chief Conservator of Forests in Mysore.

P.T.O.

in such manner that the total quantity be supplied during a period of twelve months; and (b) that at any time during the period of this ~~contract~~ agreement, the Purchaser and the Chief Conservator of Forests may, by mutual agreement, purchase and sell a larger quantity than 50,000 Cft., of logs and poles subject to the conditions of this deed of agreement.

6. That the dimensions, quality, rates and minimum quantity of Mathi timber to be supplied and also of other kinds of timber to be supplied, if the Purchaser requires the same, shall be as specified in the schedule attached hereto. The Purchaser, however, does not bind himself to purchase any definite quantity of other kinds of timber than Matti.

7. That the rates enumerated in the Schedule aforesaid, are for timber loaded on Railway wagons at despatching stations.

8. That, should there be any violent fluctuations in the timber market conditions, either party to the contract shall be at liberty to propose a revision of the rates at any time during the currency of this ~~contract~~ agreement, the rate to be fixed to be arrived at by mutual understanding after negotiation.

9.(a) That the Chief Conservator of Forests ~~will~~ shall be entitled to be paid the price of timber loaded on Railway wagons at despatching Stations by the Purchaser and the Purchaser ~~is~~ shall be liable to pay the price to the Chief Conservator.

(b) That the Purchaser ~~will~~ shall have the privilege of ~~paying~~ the price of the timber seven days after the receipt ~~of timber~~ thereof at the Mines and not later than the 15th of the month following that of the receipt of the timber, ~~provided that this privilege does not in any way affect the Chief Conservator's right to the price under 8(a).~~ [This is redundant]

(c) That, for the purposes of such payments, the Chief Conservator of Forests and the Purchaser ~~will~~ shall mutually arrange the details of sending statements of the timber delivered and received respectively.

10. That the Chief Conservator of Forests undertakes to maintain, as far as possible, a stock of at least 50,000 Cft., always during the period of this ~~contract~~ agreement in all the Depots put together.

MEMORANDUM OF AGREEMENT MADE THIS DAY OF Nineteen hundred and forty three Between Messrs. John Taylor & Sons' Committee Oorgaum, South India, on behalf of the MYSORE GOLD MINING COMPANY, LIMITED. THE CHAMPION REEF GOLD MINES OF INDIA, LTD. / THE OOREGUM GOLD MINING COMPANY OF INDIA, LIMITED, NUNDYDROOG MINES, Limited.

at the Kolar Gold Fields, hereinafter called the Purchaser, of the one part, and the ~~Chief Conservator of Forests in Mysore on behalf~~ ~~of~~ the Government of his Highness the Maharaja of Mysore represented by the Conservator of Forests in Mysore, hereinafter called the Government, ~~called the Chief Conservator~~, of the other part witnesseth ~~=~~ that the parties have agreed in manner following, that is to say:

1. That this agreement shall extend over a period of twelve months from 1st September 1943 to 31st August 1944 ~~with the option for renewal at the end of the term by mutual agreement of the contracting parties.~~ [Extension at the instance and consent of both parties is really no option].

2. That during the said term of twelve months ~~referred to in clause 1 above~~ the Chief Conservator of Forests will supply the Purchaser with timber of the class and quality specified in the schedule annexed hereto (~~the~~ produce of the forests in ~~the~~ Mysore State) subject to the stipulations and agreement hereinafter mentioned.

3. That the timber be delivered F.O.R. despatching station by the Chief Conservator of Forests to the Purchaser.

4. That the Purchaser ~~will~~ shall have the right to select and approve of the timber at Government Depots before being loaded on railway trucks, and ~~will~~ shall take delivery of only such timber as may have been previously selected and approved of, provided that the Purchaser ~~will~~ shall have the right to reselect in cases of the timber selected not being despatched within three weeks of its being selected. ~~selection.~~

(b) That, for purposes of selection, approval and taking delivery of the timber and other incidental acts of the Purchaser, an Agent ~~will~~ shall be duly appointed by the Purchaser and the Purchaser ~~will~~ shall duly intimate to the Chief Conservator of Forests the name of the Agent so appointed.

5. That the quantity of timber to be supplied and purchased for the said period of twelve months ~~is~~ shall be 50,000 Cft., of logs and poles, all of Mathi timber, provided (a) that the said quantity of 50,000 Cft., of logs and poles be distributed uniformly during the working season in xxx

Fr 66-43-2

MYSOREFOREST DEPARTMENT.

1874 13

No. S1-15--156/43
Encl.

CHIEF CONSERVATOR'S OFFICE,
Bangalore, dated 8th Novr. 1943

FROM

C. ABDUL JABBAR, ESQ., B.A.,
Chief Conservator of Forests in Mysore,
Bangalore.

8 NOV. 1943

To

R. P. MALLAPPA, Esq., B.A., LL.B.,
Secretary to the Government
of H. H. the Maharaja of Mysore,
General Department, *Bangalore.*

GENERAL SECRETARIAT
9 NOV. 1943

SIR,

Supply of timber to the K.G.F.

In continuation of my letter of even number dated the 30th August 1943 on the above subject, I have the honour to enclose herewith a copy of the draft of the agreement to be executed between Government and the Kolar Gold Fields Mining Board for information and to request that approval of Government may kindly be obtained thereto and communicated early.

I have the honour to be,
Sir,
Your most obedient servant,

B.P. Ramamurthy
for Chief Conservator of Forests.

The main file was sent to the Minister's as on 6.11.43
This will be received on the return of that file with orders.
15/11

Chief Conservator away from Headquarters on tour
The agreement (draft) may be arranged to be scrutinised in Secretariat in the meantime.
GL Secy, 16/11

SECRETARIAT
15 NOV. 1943

16.11.43

3091

(a) 3680 p 43 14

Continuation Sheet. File No. Current No. of Page.

Law. 20/43

(Mr. Lewis Clark)

3
17/11/43

without [illegible] ~~[illegible]~~ ~~[illegible]~~ ~~[illegible]~~

Continuation Sheet. File No. Current No. 1611/47 of 3449 M. Page.

The m and file is linked hereto

Asst Secy) Jtms
& Pros: Dir 18/11/43
Mc

U.O No. P 5424 dated 17/11/43
from 3/4
WB—44
17.11.43

Forwarded with compliments to the Advocate General for favour of opinion.

M.K. Varadarajan
for Secy to Govt
Law Dept

U.O. No. 44
WB—44
dated 26.11.43

Draft revised & a typed cy of the revised draft attached. further revised attached. C.L. Gowda A.G. 26/11/43 Cy Gowda Dy.G. 27/11/43

Cys 27-11-43

GOVT OF MYSORE

The revised Draft prepared by the Ad. Secy may be forwarded to C.C.J Drafts

Law Secretary) 3 27/11

Cys 29-11-43 MKV 29/4

SECY. LAW DEPT. 5316 GOVT OF MYSORE

(A17 Branch)

Draft to CC & Govt

For perusal before issue

MKV 31/12 6/1/44 8/1

GE Secy) Jtms 8/1/44
Minister for Law
to favour of perusal) 10/1 Jtms

GENERAL SECRETARIAT 10 JAN. 1944 164

OFFICE OF THE REGISTRAR FOR INDUSTRIES & SUPPLIES JAN 1944 No. 3758

MKV 16/1

13/1
Issue
Jtms
17.1.44

GEN. & P. SECTION

Appendix F. G.—1]

SUBJECT..... Supply of Timber to the K-G-F. .....

.....

.....

Diary No. of letter replied to.....

General and Revenue Secretariat

( )

the 194 .

Date of issue.... 19/1/44

Signed by..... for D.M.S.

List of enclosures.....

Copied by..... 18/1/44

Examined by.....

Section Forest

File No. PT 66-43

Serial No. 3

No. 3430

To E. C.

The C.C.F.

Supply of timber to KGF

Sir,

With reference to the correspondence ending with your letter No. SI-15-156/43 of the 8th Nov 1943 on the above subject, I am directed to forward herewith the draft agreement as revised by the ~~Govt~~ Advocate General

I have etc

for Jones 17/1/44 Secy Lee

WD 04161—GPB—60,000—24-10-41

MG 61/Tell

PT 66-43-4 17 3097 A7

C. F. No. 46]

GOVERNMENT OF MYSORE

No. S1-15-156/43
Encls.

OFFICE OF *Chief Conservator of Forests in Mysore.*
Bangalore.

Date 17-1-1944.

To

The General Secretary
to the Government of Mysore,
Bangalore.

GENERAL SECRETARY 18 JAN. 1944

Sir,

Subject: Supply of timber to K.G.F.

I have the honour to invite your kind reference to my letter of even number dated the 8th November 1943 regarding the above and to request that approval of Government may kindly be obtained for adoption of the draft agreement submitted enclosed with it and the same communicated to me early, as the Secretary, Messrs. John Taylor & Sons' Committee, K.G.F. has been urging early completion of the contract.

has not despatched already. Please examine & put up a reply. 18/1/44

I have the honour to be,
Sir,
Your most obedient servant,

Chief Conservator of Forests.

Submitted with the main file
As the letter has issued on 19.1.44
No further reply seems necessary
Placed on file
by 27.1.44